

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant	:	Blott et al.
Appl. No.	:	10/575,871
Filed	:	January 29, 2007
For	:	WOUND CLEANSING APPARATUS IN-SITU
Examiner	:	Hawthorne, Ophelia Althea
Group Art Unit	:	3772
Conf. No.	:	6837

WRITTEN CONSENT OF ASSIGNEE TO CORRECT INVENTORSHIP

This written consent is being submitted in support of Applicant's Petition to Correct Inventorship filed herewith. Smith & Nephew PLC is the Assignee of the entire interest in the above-identified application by virtue of:

The assignment from Patrick Lewis Blott, Bryan Greener, Edward Yerbury Hartwell, Derek Nicolini, and Julian Lee-Webb to the Assignee recorded at Reel No. 018874, Frame No. 0566 on January 29, 2007; and

The assignment from Tina Michelle Walker to the Assignee, a copy of which is attached herewith. This assignment is concurrently being forwarded to the Recordation Branch under a separate cover.

These assignments represent the entire chain of title from the inventors to the Assignee.

The undersigned is an empowered representative of the Assignee. On behalf of the Assignee and in accordance with 37 C.F.R. § 1.48(a)(5), the undersigned hereby provides his consent to the Petition to Correct Inventorship.

Smith & Nephew PLC

Dated: 6 May 2011

By: Martin Connor

Printed
Name: Martin Connor

Title: Patents Manager

10301073
011311

COPY

Application No.: 10/575,871
Filing Date: January 29, 2007

PATENT
Client Code: SMNPH.005APC

Page 1

ASSIGNMENT

WHEREAS, I, TINA MICHELLE WALKER, a British citizen, residing at 30 Ox Calder Close, Dunnington, York, YO19 5RJ, United Kingdom ("ASSIGNOR") have conceived of an invention ("Invention") disclosed in United States Patent Application Number 10/575,871, filed January 29, 2007 entitled WOUND CLEANSING APPARATUS IN-SITU (the "Application"); *file 12/13/11*

WHEREAS, Smith & Nephew PLC, having offices at 15 Adam Street, London WC2N 6LA United Kingdom ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that she has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

A. The Invention, including without limitation any of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with anyone else;

B. The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"), including GB 0325129.5 and International Application No. PCT/GB04/04549; all continuations, divisionals, and continuations in part of the Application and any such Related Applications; and all U.S. and foreign patents which have been or may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

C. Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

D. All causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign

COPY

Application No.: 10/575,871
Filing Date: January 29, 2007

PATENT
Client Code: SMNPH.005APC

Page 2

all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

A. This Assignment Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

B. If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

C. In the event that any legal action becomes necessary to enforce or interpret the terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

D. ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

COPY

Application No.: 10/575,871
Filing Date: January 29, 2007

PATENT
Client Code: SMNPH.005APC

Page 3

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18 day of
MARCH, 2011.

Tina Michelle Walker
TINA MICHELLE WALKER

He Reynolds
Witness Signature

18/03/2011
Date

H. Reynolds
Witness Name

10301102
011311